

## GARDA ARMORED CAR SERVICES AGREEMENT

This Garda Armored Car Services Agreement (the "Agreement") is made as of this 1st day of Aug, 2009, by and among Sears, Roebuck and Co., a New York corporation ("Sears Roebuck"), Sears Outlet Stores, L.L.C., a Delaware limited liability company ("Sears Outlet"), Sears Roebuck de Puerto Rico, Inc., a Delaware corporation ("Sears PR" and together with Sears Roebuck and Sears Outlet, collectively, "Sears"), and Kmart Corporation, a Michigan corporation ("Kmart" and together with Sears, collectively, the "Company"), and Garda CL Great Lakes, Inc., an Ohio corporation ("Carrier").

### WITNESSETH:

WHEREAS, the Company desires to retain Carrier to furnish armored car services through its various operating subsidiaries (Carrier and its operating subsidiaries are collectively referred to as "Carrier") in connection with the Company facilities listed in Exhibit A ("Locations"); and

WHEREAS, Carrier represents that it has the expertise and experience to perform such services and work and desires to undertake and perform such services and work for the Company in accordance with the requirements of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby confirmed and acknowledged, the parties do hereby agree as follows:

### 1. LOCATIONS AND SCOPE OF SERVICES

1.1 Carrier, in accordance with the terms and conditions of this Agreement, shall perform the armored car services and other related activities at each of the Locations described in Exhibit A attached hereto and made part hereof. Carrier shall perform the Services in conformance with all the requirements specified herein and in Exhibit A attached hereto and made a part hereof (collectively, the "Services"). Company shall provide written notice to Carrier setting forth the commencement date of the Services for each Location. Carrier acknowledges and agrees that Carrier will not commence the Services at all Locations on the date of this Agreement and such commencement dates may differ among Locations.

- (a) Carrier agrees to pick up at the Company Locations listed on Exhibit A, and to receipt therefor, Shipments (as hereinafter defined) of currency, coin, checks, securities and other things of value ("Property") but excluding hazardous materials or materials for which transport is legally prohibited or restricted by applicable State or Federal Law. Company will secure all such Shipments in Sealed (as hereinafter defined) or locked bags or packages and label them with the value of its contents and the name and address of the consignor as well as the name and address of the Consignee (as hereinafter defined). As used herein, the term "Sealed" means to be

The Contract is subject to a confidentiality provision and is accordingly being withheld.

A true and correct copy of the Contract is on file with Garda's counsel and is available upon reasonable request.